



## WAIVER OF LIABILITY, RELEASE, AND INDEMNITY AGREEMENT TO USE PARTICIPANT'S ORIGINAL DESIGN

SCPL maintains a website at <http://www.santacruzpl.org/> (the "Website") on which it makes available a variety of information about the City and County of Santa Cruz. The SCPL has invited submissions from community members for original designs (including, but not limited to, artwork, video, and literature) to be displayed on the Website and in other printed materials. \_\_\_\_\_ (the "Participant") hereby authorizes SCPL to use the original design of the Participant, \_\_\_\_\_ [ADD TITLE OR DESCRIPTION HERE] (the "Participant's Design") to be displayed on the Website or for other uses as further described herein.

By signing this Agreement, Participant, on behalf of himself/herself, Participant's organization, employees, agents, and/or minor child (guardian), hereby acknowledges and agrees to the following:

### Terms of Use

- Participant hereby grants to SCPL a non-exclusive, perpetual license to use Participant's Design as follows:
  - To use, reproduce, exhibit, or display on the Website or in other SCPL printed materials or media platforms, at the sole discretion of SCPL, any photographs, pictures, or digital images of Participant's Design.
  - To use any photographs, pictures, or digital images of Participant's Design in any medium to advertise and/or promote the SCPL or in furtherance of SCPL's interests.
- Participant agrees and authorizes SCPL, in its sole discretion, to crop and/or electronically alter the images of the Participant's Design to suit SCPL's purposes as described herein. SCPL may use any portion of the image of the Participant's Design.
- Participant authorizes SCPL to release Participant's name and age, along with the Participant's Design to the public for any lawful purpose, unless Participant and/or legal guardians for Participants under the age of 18 years of age specifically request omission in a written communication to SCPL.
- Participant warrants that the Participant's Design is original, and he or she is the creator of Participant's Design. Participant also warrants that he or she is authorized to grant the license described herein for SCPL's use of Participant's Design.
- Participant warrants that Participant's Design complies with all applicable copyright laws, rules, regulations, and codes. Participant agrees to indemnify, defend, and hold harmless SCPL, its officers, officials, volunteers, agents, and employees from and against any and all claims, damages, suits, costs (including, but not limited to reasonable attorneys' fees), expenses, liabilities, injuries, losses, actions or proceedings of any kind resulting from the Participant's Design which infringes upon any patent, trademark or copyright protected by law.

6. To the fullest extent permitted by law, Participant hereby agrees to release, discharge, hold harmless and indemnify SCPL, City of Santa Cruz, County of Santa Cruz, City of Scotts Valley, City of Capitola and its respective officers, employees, agents, and volunteers (collectively, the “SCPL Parties”) from all claims, demands, liability, losses, judgments, costs (including attorneys’ fees) and causes of actions for injury, resulting from or in any way related to the Participant’s Design, Participant’s participation in submitting a design, or this Agreement. Participant’s obligations in this Section, however, shall not extend to any claims that are proximately caused by the sole negligence or willful misconduct of SCPL Parties.
7. Participant hereby waives any and all rights Participant may have with respect to the images of the Participant’s Design pursuant to the federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 106A and 113(d)), the California Art Preservation Act (Cal. Civil Code § 987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. section 106A, Cal. Civil Code section 987 et seq., or any other type of moral right protecting the integrity of works of art. The provisions of this paragraph shall apply to modify Participant’s rights of attribution and integrity as set out in the Visual Artists Rights Act, 17 U.S.C §§ 106A and 113(d) (“VARA”), the California Art Preservation Act, Cal. Civil Code §§ 987 and 989 (“CAPA”), and any rights arising under United States federal or state law or under the laws of another country that convey rights of the same nature as those conveyed under VARA and CAPA, as against SCPL. SCPL has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the images of the Participant’s Design.
8. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
9. Participant acknowledges and agrees that he or she is voluntarily signing his or her name to this Agreement and by doing so accepts the terms of this Agreement as binding on the Participant, Participant’s heirs, guardians, child, employees, legal representatives, agents, successors, and assigns.

**PARTICIPANT**

Participant’s Signature \_\_\_\_\_ Date: \_\_\_\_\_  
 Participant’s Name: \_\_\_\_\_

**PARTICIPANT’S LEGAL GUARDIAN (If Participant is under age 18)**

Name of Child: \_\_\_\_\_  
 Signature (Parent or Guardian): \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_